

6118

**AGREEMENT**

**BETWEEN**

**THE GLOUCESTER COUNTY  
BOARD OF SOCIAL SERVICES**

**AND**

**THE COMMUNICATIONS WORKERS  
OF AMERICA, AFL-CIO**

**Local 1085**

**Non-Supervisory Unit**

**July 1, 1994 - June 30, 1997**

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PREAMBLE

The GLOUCESTER COUNTY BOARD OF SOCIAL SERVICES (hereinafter referred to as the "Board") and the COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter referred to as the "Union") hereby enter into this Agreement for the establishment of salaries, benefits and the enumeration of other terms and conditions of employment.

1.1 The Board agrees to recognize the communications workers of America, AFL-CIO, as the sole and exclusive bargaining agent for part-time (employed on a regular basis) and full-time non-supervisory employees, excluding casual, temporary, seasonal and confidential employees and managerial executives. The job classifications which currently comprise the bargaining unit are listed in Appendix I. Excluded from the bargaining unit are all other classifications, including but not limited to:

Assistant Training Supervisor  
 Assistant Administrator Supervisor  
 Chief Investigator  
 Child Support Coordinator  
 Director  
 Deputy Director  
 Fiscal Officer  
 Personnel Assistant  
 Principal Clerk Stenographer (Confidential)  
 Property & Resources Supervisor  
 Training Supervisor  
 Chief Clerk  
 Administrative Secretary, County Welfare Agency  
 Secretarial Assistant (Confidential)  
 Secretarial Assistant Stenographer (Confidential)

## RECOGNITION

### ARTICLE I

Senior Accountant

All Supervisors

All Administrative Supervisors

1.2 Individuals appointed to a permanent bargaining unit

position are to be included in the bargaining unit.

1.3 If a new classification is established during the term

of this Agreement and it not mutually agreed to between the

parties for inclusion in the unit above-defined, clarification

may be sought from PERC by either party.

1.4 Whenever titles are used in this Agreement, they shall

be understood to include the plural as well as the singular and

to include males and females.

time subject to the sole approval of the Director or designee. herein precludes one or more of the employees being granted flex-implementation of flex-time and alternative workweeks. Nothing Union will meet and discuss at mutually convenient times possible 2.4 A committee of representatives of the Board and the

implementation. circumstances, and provided the opportunity to consult prior to change, except in cases of emergency or unforeseen urgent the Union President will be notified four weeks in advance of the the need arises. If an employee's work hours are to be changed, by the Director (or Deputy Director or Director's designee) as 2.3 The working day for employees may be varied or extended

part of the staff available to the public at all times. designee) may arrange the lunch hours of employees so as to have 2.2 The Director (or Deputy Director or the Director's voluntary flex-time and job-sharing arrangements.

employees to work alternative workweeks which may include work specified, the Director or Deputy Director may allow by the Director or Deputy Director. Notwithstanding the hours of part-time arrangements of a voluntary nature as may be approved All employees shall be full time, with the exception of special to 4:00 pm. (with one hour for lunch), Monday through Friday. 2.1 The workweek shall consist of 35 hours, from 8:00 a.m.

## HOURS OF WORK AND OVERTIME

### ARTICLE II

Each employee's daily lateness will be accumulated and calculated on a monthly basis. After exceeding 15 minutes, an employee will be required to make up the time and will be placed

## 2.8 Lateness

2.7 Whenever a skeleton crew is necessary to staff the office during an emergency or other partial closing, volunteers will be sought. Compensation for serving as skeleton crew shall consist of compensatory time off on an hour-for-hour basis.

2.6 Employees covered by this Agreement will be compensated at the rate of time and one-half in cash or compensatory time off at the employee's option, providing there has been approval by the Director or his/her designee for authorized overtime hours in excess of the regularly scheduled workweek. Compensatory time off shall be used during the same pay period whenever possible and shall be scheduled subject to management's approval. For purposes of overtime compensation, all paid time, whether worked or not, as well as approved unpaid Union leave, shall be counted as worked time.

2.5 Overtime shall be accrued whenever an employee is authorized to work in excess of the regularly scheduled working hours (i.e., seven-hour day or 35-hour week) due to the pressure of agency business. All overtime must be approved in advance by the Director or his/her designee, except that in emergency situations the Director may authorize overtime retroactively. It is expressly understood that management reserves the sole right to authorize overtime.



on notice. During the remainder of the month, an employee who has been placed on notice will be subject to disciplinary action in the following cases:

(a) He or she is late for six minutes or more at a time; or

(b) He or she is late for an additional 16 minutes or more in the aggregate.

2.9 ~~Call-In Pay~~. Any employee who is called to work prior to his or her next scheduled shift shall be guaranteed a minimum of two hours' pay at the appropriate rate, along with

reimbursement for travel expenses to and from the job, unless the call-in runs into the employee's regular shift.

processed up to and including the Social Services Board, and orders applicable to the Social Services Board, which shall be misinterpretation of rules or regulations, existing policy or (2) Inequitable, improper, unjust application or

referred to as a "contractual grievance" or procedure outlined herein, and which shall hereinafter be terms of this Agreement, which is subject to the grievance (1) A misinterpretation or misapplication of the

there has been: (a) The term "grievance" shall mean an allegation that

### 3.2 Definitions

intervention of the Union. Administration and having the grievance adjusted without the the matter informally with any appropriate member of the limiting the right of any employee having a grievance to discuss of fairness. Nothing herein contained shall be construed as contractual obligations, operational requirements and standards be appropriate, consistent with applicable laws, regulations, parties agree that this procedure will be kept as informal as may may arise affecting the terms and conditions of employment. The lowest possible level equitable solutions to the problems which The purpose of this procedure is to secure at the

### 3.1 Purpose

## GRIEVANCE PROCEDURE

## ARTICLE III

shall hereinafter be referred to as a "non-contractual

"grievance."

(b) The term "grievant" shall mean an employee, group of employees, or the Union. The Union shall identify grievant(s) by name where appropriate.

### 3.3 Ejection of Remedies

In the event an appeal is taken by an employee or the Union on behalf of an employee to the State Merit System Board, Division on Civil Rights, court or other forum provided by law, the appellant (i.e., employee and/or Union) shall waive any right and shall not be entitled to pursue the matter further by means of the grievance procedure set forth herein.

### 3.4 Presentation of a Grievance

There shall be no loss of regular straight-time pay for the time spent presenting a grievance on the part of the grievant and one Union representative. Organizations other than the Union shall not present or process grievances.

### 3.5 Steps of the Grievance Procedure

The following constitutes the sole and exclusive method of resolving grievances between the parties covered by the Agreement. Nothing herein is meant to preclude the parties from mutually waiving one or more steps of this grievance procedure and processing a grievance initially at a higher step. Time limits may be extended at any step by mutual consent.

calendar days submit to the Board Grievance Committee a statement

(a) Should the grievant disagree with the decision of the Director or his/her designee, the grievant may within 10

### STEP 3

grievance.

render a decision within seven calendar days after receipt of the

(b) The Director of Welfare or his/her designee shall

Officer.

represented by an employee who is the Shop Steward or Local Union

grievance shall proceed to Step 3. The grievant may be

grievant's immediate supervisor is the Director of Welfare, the

following the determination of Step 1, except that if the

complaint with the Director of Welfare within 10 calendar days

reached, the grievant shall, in writing and signed, file his/her

(a) In the event satisfactory settlement has not been

### STEP 2

within seven calendar days after receipt of the grievance.

(b) The supervisor shall render a decision in writing

Steward.

grievant may be represented by an employee who is the Shop

deemed to constitute an abandonment of the grievance. The

of. Failure to act within the said 21 calendar days shall be

supervisor within 21 calendar days of the occurrence complained

provisions hereof in writing, signed and delivered to his/her

(a) The grievant shall institute action under the

### STEP 1

(b) Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration or to represent an employee before the Department of Personnel. The

Board's decision.

arbitration within 30 calendar days after the receipt of the Agreement beyond Step 3. The Union must file the request for day shall not be arbitrable or otherwise reviewable under this day may be appealed to arbitration. Suspensions of less than one of the Department of Personnel, or suspensions of less than one promotion or assignment, or matters within the exclusive province in Section 3.2(a) above) except matters involving appointment, (a) Any unresolved contractual grievance (as defined

#### STEP 4

officer or the International Union Representative or both.

(b) The grievant may be represented by the Local Union final. The Union shall be notified of the Board's decision. non-contractual grievance, the decision of the Board shall be will render its decision. If the Board's decision involves a the next regularly scheduled meeting, at which time the Board then consider the grievance and the Committee's recommendation at the submission of the aforementioned statement. The Board will grievant or Union representative, within 20 calendar days after the Social Services Board, with a simultaneous copy of the the Committee. The Committee will render its recommendation to and/or the Union representative may request an appearance before in writing and signed as to the issues in dispute. The grievant

Union's decision to request the movement of a grievance to arbitration or terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Union.

(c) Where the grievance involves an alleged violation of individual rights specified in Department of Personnel law and rules for which a specific appeal to the Department of Personnel is available, the individual shall present his complaint to the Department of Personnel directly. No grievance shall be arbitrable where a statutory right of appeal exists.

(d) The arbitrator shall be selected by agreement between the parties as follows:

1. By selection from the panel of arbitrators maintained by the Public Employment Relations Commission, in accordance with the selection procedures of the Public Employment Relations Commission; or
2. By selection from the panel of arbitrators maintained by the American Arbitration Association, in accordance with the selection procedures of the American Arbitration Association.

(e) The decision or award of the arbitrator shall be final and binding on the Social Services Board, the Union and the grievant or grievants to the extent permitted by and in accordance with applicable law and this Agreement; provided, however, that suspensions of one, two or three days (or any intermediate fraction) shall be subject to advisory arbitration

only. No arbitration decisions or awards shall conflict with any law, rulings or regulations having the force of law. This shall not be construed as preventing the Union from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

(f) The arbitrator may prescribe an appropriate back pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Board of Social Services' authority.

(g) The arbitrator shall have no authority to add to, subtract from or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the one precise issue submitted for arbitration and shall have no authority to determine other than the one issue, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

(h) The costs of the services of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

(i) The cost of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

(j) The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within 30 calendar days after the close of the hearing.

k. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolution, as to the prior conduct of the other party.



#### ARTICLE IV

#### ~~DUES DEDUCTION AND REPRESENTATION FEE~~

4.1 The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly dues. Dues shall be such amount as may be certified to the Board by the Union at least 30 days prior to the month in which the deduction of Union dues is to be made.

Deduction of Union dues made pursuant hereto shall be remitted by the Board to the Secretary-Treasurer of the Union by the 10th day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Local President.

4.2 All deductions agreed upon in Paragraph A above will be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e) as amended.

4.3 For all employees in the bargaining unit who do not pay dues in accordance with Sections 4.1 and 4.2 above, the Board shall instead deduct a representation fee as certified by the Union, pursuant to Chapter 477, Laws of 1979.

4.4 The Union shall maintain or establish a demand and return system in accordance with N.J.S.A. 34:13A-5.5 through 5.9 and the Representation Fee Rules of the Public Employment Relations Commission Appeal Board.

4.5 It is agreed that the Board shall have no other obligation or liability, financial or otherwise (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds are remitted to the Union, the disposition of such funds shall be the sole and exclusive responsibility of the Union. The Union shall indemnify and save the Board harmless against any and all claims demands, suits or other forms of liability including reasonable legal and/or "consultation" fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this section.

## ARTICLE V

### SALARY AND LONGEVITY PAYMENTS

5.1 Salaries and ranges of employees shall be adjusted

step-to-step in accordance with the appropriate salary schedules in Appendix II. Annual salary figures are based on a 35-hour week and shall be pro-rated on an hourly basis for part-time employees. The salary increases provided for by the Agreement are as follows:

|     |   |        |    |
|-----|---|--------|----|
| (a) | - | 8-1-94 | 4% |
| (b) | - | 7-1-95 | 4% |

5.2 Annual merit incremental increases in salary will be granted to each employee who has satisfactorily completed a year of continuous service prior to his/her anniversary date providing the employee is not at maximum of the range as follows:

(a) All increments shall be due and payable effective with the first payroll period following the month during which the anniversary occurs.

(b) For purposes of increment and longevity payments, employees with more than 20 working days of unpaid time (other than Union leave), during the 12-month period preceding their increment or longevity date, as may be appropriate, will have such date(s) moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.

5.3 Any employee who is promoted to a higher salary range shall be placed on the nearest step of the new range which reflects an increase of not less than one increment on the former salary range. Any employee who is demoted shall be placed on the nearest step of the new range which reflects a decrease of not less than one increment on the former salary range.

Notwithstanding the above, if an employee is demoted to a title which was previously held within the past 12 months, he or she will be placed on the same step of the lower range and shall have the same anniversary date as if he or she had served continuously in the original title.

5.4 All employees who as of December 1 of each year have completed at least nine years of active service shall be entitled to a non-cumulative longevity bonus in accordance with the following schedule:

| <u>Years of Completed Service</u> | <u>Longevity Bonus</u> |
|-----------------------------------|------------------------|
| 9 - 14 years                      | \$ 800                 |
| 15 - 19 years                     | 1,200                  |
| 20 or more years                  | 1,500                  |

5.5 Paychecks will normally be issued to each employee every two weeks. If available, paychecks will be distributed on Thursdays after 3:00 PM.

6.1 The Board agrees to pay for any course that an employee is required to take by the Board or the Director in the employee's course of employment with the Board. At its sole discretion, the Board may reimburse employees for expenses and tuition for courses that are related to work operations provided that no employee shall be reimbursed for more than four courses per year and provided further that the tuition reimbursement shall not exceed the rate charged by Rutgers University for comparable courses. In no event shall the Board's reimbursement to an employee exceed \$1,500 annually for those employees enrolled in undergraduate courses and \$2,000 annually for those employees enrolled in graduate courses. To be eligible for educational assistance an employee must be in good standing with a satisfactory work record for the preceding 12 months free of any suspension for three or more days.

6.2 All courses of this nature must first be approved by the Director. The Director will develop criteria that will clearly indicate that the course is work-related and that the course will contribute to the Board in some measurable way. Any employee seeking reimbursement for work-related courses must submit a copy of the transcript indicating that the employee has maintained at least a C or 2.0 average in the course if it is an undergraduate course. All grades must be submitted to the

## ARTICLE VI

### EDUCATIONAL ASSISTANCE

Director and in addition to the grade sheet, actual proof of payment from the institution by the employee must be submitted within a reasonable time.

6.3 Requests for educational assistance shall be submitted prior to the beginning of the course, but in no case later than the month in which the course begins. The Director shall inform the employee of the decision for reimbursement within 30 days after the employee's request has been made. Should the Board be unable to act on the employee's request at the regularly scheduled meeting, the Director will so notify the employee and will respond to the request within 10 days after the next regularly scheduled Board meeting.

6.4 The selection and decision regarding the number of employees to be allowed educational leave shall be the sole determination of management. All requests shall be considered on a case-by-case basis.

## ARTICLE VII

~~TRANSPORTATION AND REIMBURSEMENT~~7.1 ~~Automobile Reimbursement~~

The mileage reimbursement for employees who are required to use their own vehicles shall be 27¢ per mile effective July 1, 1994, and 28¢ per mile effective July 1, 1995. The Board shall also reimburse employees for necessary tolls and parking expenses which may be incurred in the course of employment.

7.2 ~~Insurance Reimbursement~~

Employees who are required to use their personal automobile in excess of 150 miles in a calendar month on agency business shall receive an additional \$10 dollar reimbursement for insurance for such month.

7.3 ~~Subsistence Expenses~~. Whenever employees are required to travel on official business away from the office, necessary lodging and meal expenses shall be paid by the Board. Payments for meal expenses shall consist of \$5.00 for breakfast, \$6.50 for lunch, and \$13.50 for dinner.

8.1 Each employee will be entitled to an aggregate of three bereavement leave days per year without loss of regular straight time pay to participate in, arrange and/or attend funeral or burial services or participate in religious observances for a member of his or her immediate family. For purposes of this section, "immediate family" shall be defined as the employee's spouse, child, foster child, parent, brother or sister, mother-in-law or father-in-law, son-in-law or daughter-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, step-siblings and step-children who have resided with the employee in the same home as part of the family unit, or any relative of the employee residing in the employee's household. Parent means a biological parent or an individual who stands or stood "in loco parentis" to an employee when the employee was a child. Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. Bereavement leave days shall not be charged against any accumulated sick or vacation leave days. Such bereavement leave days shall be non-cumulative and shall be pro-rated for part-time employees.

8.2 Employees may request an extension of the period of bereavement leave beyond the three days provided above; however,

#### BEREAVEMENT LEAVE DAYS

#### ARTICLE VIII



any days over the permitted leave shall be charged against an employee's accumulated sick leave, or if no sick leave is available, then it shall be deducted from the employee's pay.

8.3 Each employee may utilize one unpaid leave day per year to participate in, arrange and/or attend the funeral of a close friend.

## ARTICLE IX

### PERSONAL LEAVE DAYS

9.1 Full-time employees shall be entitled, in addition to vacation and/or sick leave, personal leave days as follows:

- (a) After four months of employment - one day.
  - (b) After seven months of employment - two days.
  - (c) After ten months of employment - three days.
- 9.2 An employee in the first year of employment who completes the fourth, seventh or tenth month of employment in

December may carry over one personal day to be taken in January. Except as noted above, personal days may not be carried over from year to year.

9.3 Each request to take a personal leave day shall be submitted to the Director of the Board at least two working days prior to the requested date. The Director may at his/her discretion waive the two working days' notice. The annual personal leave days shall be pro-rated for part-time employees. Not more than 25% of personnel within a department shall be given the same personal leave day without the express consent of the Director.

## ARTICLE X

### SICK LEAVE AND DISABILITY LEAVE

#### 10.1 Sick Leave Entitlements

Paid sick leave may be used in case of an employee's personal illness, injury, or exposure to contagious disease.

Full-time employees shall earn sick leave on the following basis:

(a) During the first calendar month of employment, employees who commence work prior to the 16th day of the month will earn one sick day; employees who commence work prior to the 24th day of the month will earn one-half sick day.

(b) During the remainder of the first calendar year, each employee will earn one sick day per month, or major fraction thereof.

(c) Thereafter, each employee will be credited with 15 days in every calendar year to be earned at the rate of one and one-quarter days per month.

#### 10.2 Reporting of Absence on Sick Leave

(a) If an employee is absent for reasons that entitle him or her to sick leave, the appropriate supervisor shall be notified promptly as of the employee's usual reporting time, but in no event later than 8:30 a.m. or one-half hour after the employee's starting time on the day of the absence.

(b) Employees who call in sick after the specified reporting time may be denied sick leave from the employee's usual starting time up to the time of the call.

arising from, an employee's job, the Board shall provide paid  
In case of disability due to injury as a result of, or

#### 10.5 Disability Leave

from year to year.

leave allowance not used in any calendar year shall accumulate  
including pro-ration for part-time employees. Any amount of sick  
conformance with applicable Department of Personnel regulations,  
The administration of sick leave days shall be in

#### 10.4 Administration of Sick Leave

employees.

will not jeopardize the health of the employee or other  
of performing his or her normal duties and that his or her return  
Such examination shall establish whether the employee is capable  
by the employee from a panel of physicians provided by the Board.  
to be examined at the expense of the Board by a physician chosen  
because of serious illness or injury, before returning to duty,  
(b) The Board may require an employee who is absent

action.

case basis. Abuse of sick leave shall be cause for disciplinary  
leave, the employee shall be given timely notice on a case-by-  
circumstances to verify illness for purposes of granting sick  
(a) Should medical evidence be required under

#### 10.3 Verification of Sick Leave

Personnel regulations on the subject.  
shall constitute a resignation in accordance with Department of  
(c) Absence without notice of five consecutive days

disability leave in the amount of four weeks at 100% of base pay, followed by an additional 18 weeks at 85% of base pay. Employees shall not be required to use their regular sick leave in such cases, provided that the insurance carrier has determined that the disability is job-connected. In the event the employee receives periodic workers' compensation benefits, disability leave payments will be offset or reduced correspondingly to prevent duplication. While on paid disability leave, the employees will continue to accrue vacation and sick leave, and will be covered by the health insurance provisions of this Agreement. In no event, however, shall the employee be entitled in any calendar year to more than 52 weeks of paid leave inclusive of sick and vacation time.

~~10.6 Sick Leave Donation.~~ Upon request, any employee who is suffering from a catastrophic illness or injury requiring prolonged absence from work shall be eligible to receive a maximum of 90 days of donated sick leave, provided the employee has completed at least one year of service and has exhausted all accrued sick, vacation, and personal leave. A catastrophic illness or injury shall be understood as a condition which has required the employee to be hospitalized and which requires a period of treatment or recuperation, as a result of which the employee is expected to be unable to work for at least 90 days, based on medical prognosis. Requests for donated sick leave must be made prior to exhaustion of medical insurance. Upon the employee's return to work, any donated leave that remains unused

shall be restored to the donor employees on a pro-rata basis. Individual employees may donate up to 15 sick days each, but must retain a balance of at least 30 sick days. No employee shall be subject to coercion of any kind in connection with the donation of sick leave, nor may any employee be paid any remuneration for making a donation.

# ARTICLE XI

## HOLIDAYS

### 11.1 Regular holidays shall be as follows:

|                               |                           |
|-------------------------------|---------------------------|
| New Year's Day                | Independence Day          |
| Martin Luther King's Birthday | Memorial Day              |
| Washington's Birthday         | Good Friday               |
| Lincoln's Birthday            | Thanksgiving Day          |
| Labor Day                     | Veterans Day              |
| Columbus Day                  | General Election Day      |
| Christmas Day                 | Friday after Thanksgiving |

Whenever any of the days enumerated falls on a Sunday, the Monday next following shall be deemed a holiday. Whenever any of the days enumerated falls on a Saturday, the preceding Friday shall be deemed a holiday. If Christmas Eve falls on a weekday other than Friday, it will be considered a holiday commencing at 12:00 noon. New Year's Eve will not be considered a holiday.

### 11.2 To be eligible for holiday pay for an unworked

holiday, an employee must be on active pay status and have been paid for the employee's last scheduled work day before and first scheduled work day after the holiday.

### 11.3 Employees who are required to work on a holiday shall

be paid at the rate of time and one-half the regular straight time rate for time worked in addition to straight time pay for the holiday as such. There shall be no pyramiding of time or overtime.

- 12.1 Every full-time employee shall be granted the following annual leave for vacation purposes, with pay:
- (a) One working day for each full month of service or major fraction thereof during the first calendar year.
  - (b) After the first calendar year of service through five years of service, 12 working days per year.
  - (c) After five years of service through 12 years of service, 15 working days per year.
  - (d) After 12 years of service through 20 years of service, 20 working days per year.
  - (e) After 20 years of service, 25 working days per year.
- Year.
- Vacation allowances for part-time employees will be pro-rated.
- 12.2 For purposes of computing years of service, employees with more than 20 working days of unpaid time (other than union leave) during the 12-month period preceding their anniversary date, will have such date moved forward, that is delayed, by the number of days in excess of the aforementioned 20 working days.
- 12.3 Employees shall submit vacation requests to the Director or designated supervisor on form provided by the Board as soon as possible, but not less than two working days in advance. In the event that an emergency situation precludes

## VACATION LEAVE DAYS

## ARTICLE XII



timely notice, the request may be submitted orally at the earliest opportunity. All such leaves are subject to approval by the Director or designee. Emergency vacation leave shall be used in half-day or full-day blocks, except that in an emergency situation beyond the employee's ability to control, this requirement may be waived. Nothing herein precludes an employee from being released early on a work day for approved vacation leave.

If an emergency situation precludes the above time notice, then verbal request and approval may be granted for vacation leave days. All such leaves are subject to approval of the Director or designee. Such emergency leave may only be used as half-day or full-day blocks. Nothing herein precludes an employee from being released early on a work day with permission and such time charged to vacation leave. In an emergency situation beyond the employee's ability to control, waiver of the minimum for half-day or full-day blocks may be granted by the employer.

12.4 If in any calendar year the vacation leave days or any part thereof are not granted by reason of pressure of work, such days of absence or parts thereof not granted shall accumulate and may be carried over to the next succeeding year only.

### ARTICLE XIII

#### HEALTH BENEFITS

13.1 The Board will furnish each employee with medical insurance that is the same as, or equivalent to, the benefits provided through the New Jersey State Health Benefits Program. No employee contribution shall be required for employees who work an average of 20 hours or more per week. Employees who work less than 20 hours per week and elect to receive coverage shall contribute one-half the premium costs through payroll deduction.

13.2 The Board will furnish each employee with prescription coverage (contraceptives excluded), subject to co-payments which shall not exceed \$2.00 for each generic prescription or \$5.00 for each brand-name prescription effective September 1, 1994.

13.3 The Board will continue to provide each employee with Temporary Disability Insurance in accordance with the provisions of the New Jersey State Plan.

13.4 The Board shall provide dental insurance for employees only, the cost of which shall be paid by the Board up to a maximum of \$18.00 per month for each employee. The maximum cost to be assumed by the Board shall increase to \$22.00 effective September 1, 1994, and thereafter to \$23.00 effective July 1, 1995. Any premium charges in excess of such maximums shall be deducted from employees' pay during the month due.

13.5 The Board reserves the right to change insurance carriers or plans or to self-insure so long as the benefits to be

provided are substantially equivalent to those of the existing plan(s).

13.6 Any employee who retires with at least 25 years of

service as credited in the retirement system of the Public Employees' Retirement System or on disability pension shall be permitted to continue his or her medical benefits as if in active service. Notwithstanding the Board's withdrawal from the state Health Benefits Program in 1991, it is the Board's intention to continue this benefit.

#### ARTICLE XIV

##### PERMANENT APPOINTMENT

All permanent appointments shall be made in accordance with Department of Personnel Rules and Regulations.

#### ARTICLE XV

##### POSTING OF VACANCIES

15.1 Employees shall be made aware of all internal vacancies intended to be filled in new or current positions by notice posted on a separate bulletin board reserved only for said vacancies for a period of three full working days; if eligible, each employee shall be permitted to compete for the available vacancies. A "vacancy" shall not be deemed to exist as a result of a mere rearrangement or reassignment of job duties nor as a result of a Department of Personnel desk audit. The Board is not

precluded from interim appointments and retains sole authority to select appointees.

15.2 An employee on Board approved extended leave of absence who makes prior written request shall be mailed a copy of Department of Personnel Promotional Job Announcements to his/her home address during such leave.

## ARTICLE XVI

### PERSONNEL RECORDS

16.1 The employment records of each employee shall be open to the inspection of the employee upon request. Each employee will be afforded the opportunity to initial disciplinary material prior to incorporation into his/her permanent personnel file and shall be provided with a copy of same.

16.2 Any disciplinary actions which are normally reported to the Department of Personnel must be retained in the employee's file in accordance with Department of Personnel regulations.

16.3 All employees will receive a written notice of

appointment after action is taken on their appointment by the Board at a regular meeting.

18.1 During any calendar year, a total of ten days paid leave may be granted to all employees for Union activities. An additional 35 days unpaid leave annually shall also be made available. [Such leave shall be available for utilization by both rank and file and supervisory bargaining unit employees.] All requests for Union leave will be made at least two working days before leave is to commence. If in the opinion of the Director the employee's absence from duty on Union business will impede or render impossible the accomplishment of Welfare Board work, then the Director may upon written notice to the employee deny the leave. Application for any other unpaid leaves of absence for

## UNION ACTIVITIES

### ARTICLE XVIII

The Union and Employer both agree that in accordance with and to the extent required by statute, each employee has all rights of citizenship and no employee will be discriminated against or harassed on the basis of race, creed, color, national origin, ancestry, sex, marital status, age, religion, disabilities, affectional or sexual orientation, familial status, armed forces obligation or participation in or lack of participation in legal union activities.

## NON-DISCRIMINATION

### ARTICLE XVII

Union business will be considered on a case-by-case basis by the Board.

18.2 The Local President or designee shall be permitted to address orientation sessions for new employees for a maximum of

20 minutes.

18.3 The Board agrees to maintain a Union bulletin board in a convenient location.

## ARTICLE XIX

REQUESTS FOR LEAVE

19.1 The Board will approve or disapprove, on a case-by-case basis, all written requests for leaves of absence for medical, educational or other purposes such as personal growth and enrichment. All such leaves shall be unpaid unless payment is specifically authorized by statute or required by this Agreement. Requests for leaves of absence shall be submitted in writing and shall be granted or denied in writing.

19.2 Employees who are summoned for jury duty in any state or federal court shall be excused from work on such days without loss of pay, except that the pay shall be reduced by the per diem jury fee received by the employee.

20.5 The granting of leaves under this Agreement shall be in compliance with state Family Leave Act and the federal Family and Medical Leave Act in effect as of July 1, 1994. Employee health

following the adoption of a child under six years of age, within the six-month period following the birth of a child or by either male or female employees for purposes of child care 20.4 Up to four weeks of accrued sick leave may also be used delivery (or longer in case of documented disability).

weeks before delivery and continuing up to six weeks after by a female employee in case of childbirth beginning up to four 20.3 Up to eight weeks of accrued sick leave may be utilized emergent circumstances warrant shorter notice.

30 days prior to the commencement of the leave, except when foster care shall request such leave from the Director at least 20.2 An employee seeking leave for childbirth, adoption, or in-law, and other relatives residing in the employee's household, grandfather, grandmother, brother, sister, father-in-law, mother-grandchild, foster child, father, mother, legal guardian, be deemed to include the employee's spouse, child, legal ward,

is ill. For purposes of this section, the immediate family shall attendance upon any member of the employee's immediate family who 20.1 Accrued sick leave may be used when necessary for

## FAMILY LEAVE

### ARTICLE XX



benefits shall be continued by the Board for a minimum of 12 weeks during any qualifying leave under these statutes.

**ARTICLE XXI**

**TEMPORARY JOB ASSIGNMENT**

21.1 The mandates of the Department of Personnel concerning transfers and assignments shall be followed.

21.2 In the event an employee is directed in writing to assume a total higher job, provided that the higher job is outside of his/her job classification, then the employee will be paid on the same basis as though said employee was provisionally promoted to said job title under the following circumstances:

(a) The assignment is for a period of five or more consecutive working days, in which case the employee will receive the appropriate pay retrospectively to the first day of such assignment, or

(b) The employee has been assigned to the higher job for an aggregate of 16 or more working days in a calendar year, in which case the employee will receive the appropriate pay commencing with the 16th day.

equipment, to contract out for goods and services, to decide the

the introduction and use of new and improved methods and

(b) To make rules of procedure and conduct including

by the Board.

efficient manner possible as may from time to time be determined

personnel, methods and means of the most appropriate and

facilities and activities of its employees by utilizing

control of the Board of Social Services and its properties and

(a) The executive management and administrative

rights:

without limiting the generality of the foregoing, the following

State of New Jersey and of the United States, including, but

signing of this Agreement by the laws and constitution of the

responsibilities conferred upon and vested in it prior to the

without limitation, all powers, rights, authority, duties and

23.1 The Board hereby retains and reserves unto itself,

## MANAGEMENT RIGHTS

### ARTICLE XXIII

regularly performs translating duties.

worker, specialist, or social worker with a bilingual variant who

additional compensation to any Income Maintenance Technician,

The Board shall pay the sum of \$300 every January as

## SPECIAL PAYMENTS

### ARTICLE XXII

of policies, rules, regulations and practices and the furtherance of authority, duties and responsibilities of the Board, the adoption

23.2 In the exercise of the foregoing powers, rights,

consulted 120 days in advance.

other legitimate business reasons, provided the Union is employees covered by this Agreement for reasons of economy or

(g) To subcontract any of the work performed by

reason.

would be inefficient and non-productive or for other legitimate

or funds or under conditions where continuation of such work

(f) To lay off employees in the event of lack of work

just cause according to law.

appropriate disciplinary action against any employee for good and

(e) To suspend, demote, discharge or take any other

and transfer employees.

conditions of continued employment, or assignment, and to promote

provisions of law, to determine their qualifications and

(d) To hire all employees, and subject to the

employees is recognized.

thereof to the employees and to require compliance by the

and/or the effective operation of the Board after advance notice

to time deem best for the purposes of maintaining order, safety

amend such reasonable rules and regulations as it may from time

(c) The right of management to make, maintain and

sole charge of the quality and quantity of the work required.

number of employees needed for any particular time and to be in

thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.

23.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

24.1 The Union agrees that neither the Union nor any person acting in its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike, work stoppage, slow-down, sick-out, walkout or other job action, nor shall there be any individual action the purpose of which is to induce employees to engage in such activities against the Board during the term of this Agreement. It is understood that Employees who participate in such activities may be subject to disciplinary action.

24.2 Nothing contained in this Agreement shall be construed to eliminate or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damage, or both, in the event of such breach by the Union or its members.

#### ARTICLE XXIV

#### WORK CONTINUITY

# ARTICLE XXV

## UNION REPRESENTATIVES

25.1 The Union will designate one representative to deal

with the Director of the Board of Social Services, said

representative to act as liaison between the Board and the Union

concerning management and/or employee problems.

25.2 The Union representative shall contact the Board of

Social Services Director and request that meetings be set up as

needed and as convenient to the schedule of the Director to

discuss any problems of concern to the Union representative. If

in the opinion of the Director (or designee) it is mutually

beneficial to meet on work time, then the employee shall suffer

no loss in pay.

## ARTICLE XXVI

RESPONSIBLE UNION-EMPLOYER RELATIONSHIP

26.1 The Employer and the Union recognize that it is in the best interests of both parties, the employees and the public that all dealings between them continue to be characterized by mutual responsibility and respect. To insure that this relationship continues and improves, the employer and the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning and consistent with the Union's status as exclusive bargaining representative of all employees covered by this contract and management's role as the Employer.

26.2 It is further understood that every employee, supervisor, manager and Board member shall be treated in accordance with accepted standards of decency, courtesy and respect.

The Board shall make a lump sum payment to eligible employees covered by this Agreement who retire from the Public Employee Retirement System, to be computed at the rate of one-half their daily rate of pay for each day of earned and unused accumulated sick leave. The daily rate of pay shall be based upon the average annual compensation received during the last year of employment prior to the effective date of retirement. In no event shall such payment exceed \$12,000.

#### RETIREMENT

#### ARTICLE XXVII



ARTICLE XXVIII

DISCIPLINE

28.1 No employee shall be terminated, suspended or fined without just cause. It is expressly understood that all

employees are obligated to comply conscientiously with all rules and regulations promulgated by the Employer, provided only that such rules and regulations do not conflict with the expressed provisions of the Agreement.

28.2 The concept of progressive discipline shall be applied whenever practicable as a corrective measure in the event of disciplinary infractions. It is understood, however, that some violations may be so serious as to warrant termination for the first offense.

28.3 Any employee is entitled to have upon request Union

appointed representation in any departmental hearing and/or Department of Personnel hearing. Whenever an employee has

reasonable suspicion to believe that he or she is to be

suspended, discharged or fined, then the employee shall be

entitled to a Union representative at such disciplinary meeting or an investigatory interview. It is understood that when the purpose of a meeting is to provide counseling, information or instruction, then representation is not required.

28.4 The Union shall be notified of all disciplinary actions involving written reprimands or greater for employees in the bargaining unit.

## ARTICLE XXIX

### HEALTH AND SAFETY

#### 29.1 Health and Safety Committee

(a) There shall be a Health and Safety Committee composed of a maximum of three members selected by the Employer and three selected by the Union.

(b) Such Committee shall meet at times of mutual convenience outside of the work day to discuss substantive problems that may arise from time to time regarding any health and safety concerns pertaining to the bargaining units.

(c) Nothing herein precludes the possible need for discussion and resolution of imminent and potentially dangerous situations during working hours.

29.2 Annual vision screening will be provided by the Board for Data Entry Machine Operators, Senior Data Entry Machine Operators, Principal Data Entry Machine Operators and other employees who regularly operate VDT equipment in excess of 50% of their work time.

**ARTICLE XXX**

**EVALUATIONS**

30.1 Each employee shall be evaluated in writing at least

once per year or more often as management may deem necessary or as required by Department of Personnel Rules and Regulations or other such legal mandates. Nothing herein is intended to

preclude corrective action by the Employer at any time management considers it necessary.

30.2 Employees shall be informed of evaluation criteria as soon as developed by the Agency and informed of any subsequent

changes in evaluation criteria.

30.3 The completed evaluation shall be shown to the employee for review and such employee shall affix his/her signature. Such signature shall not indicate agreement or disagreement with the contents of the evaluation. A copy will be furnished to the employee concerned.

30.4 As part of the evaluation process, the supervisor or

manager shall provide a conference to the employee in order to discuss the evaluation and improvement goals where applicable.

30.5 If the employee disagrees with the evaluation, he/she may request a reconsideration and/or note exceptions to the official record.

30.6 Appeal of the evaluation may be made through the

grievance procedure except that the final and binding

determination shall reside with the Director (or with the Board

if the Director is the evaluator). If an increment is withheld as a result of such evaluation(s), then a grievance arising therefrom may be appealed through the grievance procedure to the Board which shall make a final and binding determination.

30.7 If the evaluation is a primary or contributing factor in future adverse action (i.e. demotion, separation, etc.) the employee shall have such hearing rights as are provided by the Department of Personnel.

30.8 Where an employee is to be evaluated, and such evaluation results in increment withholding, then such evaluation shall be provided no less than 45 days prior to such negative action not more than 90 days prior to the event.

30.9 Evaluations used for the purpose of granting or withholding increments shall be based on a 12 month period of service.

30.10 If such increment is withheld, then a follow-up evaluation shall be provided within six to eight months after the previous evaluation that was the basis for withholding of increments. If the follow-up evaluation reflects satisfactory performance, then the increment shall be paid effective six months from the date the withheld increment would have been paid.

33.1 If any provisions of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, including but not limited to the New Jersey Department of Personnel, or if compliance with or enforcement of

## SEPARABILITY AND SAVINGS

### ARTICLE XXXIII

32.1 Tort Claim - The Board will indemnify an employee for damages resulting from any tort claim or any civil violation of state or federal law arising out of the employee's scope of employment, if, in the opinion of the Board, the acts committed by the employee upon which the damages are based are not criminal or did not constitute fraud, malice, willful misconduct or intentional wrongdoing.

## INDEMNIFICATION

### ARTICLE XXXII

31.1 The Board agrees to make payroll deductions for any employee upon written request to be paid to an appropriate credit union as authorized by N.J.S.A. 40A: 9-17.

## CREDIT UNION CHECKOFF

### ARTICLE XXXI

any provisions should be restrained by such tribunal pending a final determination as to its validity, such provisions shall be inoperative, but all other provisions not affected thereby shall continue in full force and effect.

#### ARTICLE XXXIV

#### FULLY-BARGAINED PROVISIONS

34.1 The parties agree that they have fully bargained and

agreed upon all terms and conditions of employment and that this Agreement represents and incorporates the complete and final

understanding and settlement by the parties of all bargainable

issues which were or could have been the subject of negotiations.

34.2 Following the execution of this Agreement, the parties

shall reopen negotiations concerning the establishment of

flexible spending accounts for employees and the waiver of

employee health benefits. The parties also agree to negotiate

concerning the establishment of flex-time and alternative

workweeks as set forth in Section 2.4.

34.3 On or about April 1, 1996, the parties shall reopen

negotiations concerning salary increases and liability for

payment of dental plan premiums during the final year of this

Agreement, commencing July 1, 1996.

**TERMINATION AND NEGOTIATION OF SUCCESSION AGREEMENT**

shall continue through June 30, 1997,

on or about April 1, 1997.

hands and seals this day of , 1994.

1000

Richard O'Donnell

~~London & Lancashire~~

*Charles L. Smith*

William J. May

Newton Bay

John A. Little

Figure 1. The study area, showing the location of the study area in the north-east of Iran, and the location of the study area in the north-east of Iran.

Margaret M. Jones Smith  
Care of Father  
William Smith

Harriet Martineau





GLoucester County Board of Social Services

Salary Chart

Effective Date: August 1, 1994

| INC=5% | 1       | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
|--------|---------|----------|----------|----------|----------|----------|----------|----------|
|        |         |          |          |          |          |          |          |          |
| 5      | 754.76  | 15095.28 | 15850.04 | 16604.80 | 17359.57 | 18114.33 | 18869.09 | 19623.86 |
| 6      | 792.50  | 15850.04 | 16642.54 | 17435.04 | 18227.54 | 19020.04 | 19812.55 | 20605.05 |
| 7      | 832.13  | 16642.54 | 17474.67 | 18306.80 | 19138.93 | 19971.05 | 20803.18 | 21635.31 |
| 8      | 873.73  | 17474.67 | 18348.40 | 19222.13 | 20095.87 | 20969.60 | 21843.33 | 22717.07 |
| 9      | 917.42  | 18348.40 | 19265.82 | 20183.24 | 21100.66 | 22018.08 | 22935.50 | 23852.92 |
| 10     | 963.29  | 19265.82 | 20229.11 | 21192.40 | 22155.69 | 23118.98 | 24082.27 | 25045.56 |
| 11     | 1011.46 | 20229.11 | 21240.56 | 22252.02 | 23263.47 | 24274.93 | 25286.39 | 26297.84 |
| 12     | 1062.03 | 21240.56 | 22302.59 | 23364.61 | 24426.64 | 25488.67 | 26550.70 | 27612.73 |
| 13     | 1115.13 | 22302.59 | 23417.71 | 24532.84 | 25647.97 | 26763.10 | 27878.23 | 28993.36 |
| 14     | 1170.89 | 23417.71 | 24588.60 | 25759.48 | 26930.37 | 28101.25 | 29272.14 | 30443.02 |
| 15     | 1229.43 | 24588.60 | 25818.03 | 27047.46 | 28276.89 | 29506.32 | 30735.75 | 31965.18 |
| 16     | 1290.90 | 25818.03 | 27108.93 | 28399.83 | 29690.73 | 30981.63 | 32272.53 | 33563.43 |
| 17     | 1355.45 | 27108.93 | 28464.37 | 29819.82 | 31175.27 | 32530.71 | 33886.16 | 35241.60 |
| 18     | 1423.22 | 28464.37 | 29887.59 | 31310.80 | 32734.02 | 34157.24 | 35580.46 | 37003.68 |
| 19     | 1494.38 | 29887.59 | 31381.96 | 32876.34 | 34370.72 | 35865.10 | 37359.48 | 38853.86 |
| 20     | 1569.10 | 31381.96 | 32951.06 | 34520.16 | 36089.25 | 37658.35 | 39227.45 | 40796.55 |
| 21     | 1647.55 | 32951.06 | 34598.61 | 36246.17 | 37893.72 | 39541.27 | 41188.82 | 42836.38 |
| 22     | 1729.93 | 34598.61 | 36328.54 | 38058.47 | 39788.40 | 41518.33 | 43248.26 | 44978.19 |
| 23     | 1816.43 | 36328.54 | 38144.97 | 39961.40 | 41777.82 | 43594.25 | 45410.68 | 47227.10 |
| 24     | 1907.25 | 38144.97 | 40052.22 | 41959.47 | 43866.72 | 45773.97 | 47681.22 | 49588.47 |

| INC=5%  | 1        | 2        | 3        | 4        | 5        | 6        | 7        | 8        |
|---------|----------|----------|----------|----------|----------|----------|----------|----------|
| 784.95  | 15699.09 | 16484.04 | 17269.00 | 18053.95 | 18838.90 | 19623.86 | 20408.81 | 21193.77 |
| 824.20  | 16484.04 | 17308.24 | 18132.44 | 18956.64 | 19780.85 | 20605.05 | 21429.25 | 22253.45 |
| 865.41  | 17308.25 | 18173.65 | 19082.33 | 19939.07 | 20769.89 | 21635.31 | 22500.72 | 23366.13 |
| 908.68  | 18173.65 | 19082.33 | 20036.45 | 20990.57 | 21808.38 | 22717.07 | 23625.75 | 24534.43 |
| 954.12  | 19082.33 | 20036.45 | 20990.57 | 21944.68 | 22898.80 | 23852.92 | 24807.03 | 25761.15 |
| 1001.82 | 20036.45 | 21038.27 | 22040.09 | 23041.92 | 24043.74 | 25045.56 | 26047.38 | 27049.20 |
| 1051.91 | 21038.27 | 22090.19 | 23142.10 | 24194.01 | 25245.93 | 26297.84 | 27349.75 | 28401.67 |
| 1104.51 | 22090.18 | 23194.69 | 24299.20 | 25403.71 | 26508.22 | 27612.73 | 28717.24 | 29821.74 |
| 1159.73 | 23194.69 | 24354.42 | 25514.16 | 26673.89 | 27833.63 | 28993.36 | 30153.10 | 31312.83 |
| 1217.72 | 24354.42 | 25572.14 | 26789.86 | 28007.58 | 29225.30 | 30443.02 | 31660.75 | 32878.47 |
| 1278.61 | 25572.14 | 26850.75 | 28129.35 | 29407.96 | 30686.57 | 31965.18 | 33243.78 | 34522.39 |
| 1342.54 | 26850.75 | 28193.29 | 29535.82 | 30878.36 | 32220.90 | 33563.43 | 34905.97 | 36248.51 |
| 1409.66 | 28193.28 | 29602.95 | 31012.61 | 32422.28 | 33831.94 | 35241.60 | 36651.27 | 38060.93 |
| 1480.15 | 29602.94 | 31083.09 | 32563.24 | 34043.38 | 35523.53 | 37003.68 | 38483.83 | 39963.97 |
| 1554.15 | 31083.09 | 32637.24 | 34191.40 | 35745.55 | 37299.71 | 38853.86 | 40408.02 | 41962.17 |
| 1631.86 | 32637.24 | 34269.10 | 35900.96 | 37532.82 | 39164.69 | 40796.55 | 42428.41 | 44060.27 |
| 1713.46 | 34269.10 | 35982.55 | 37696.01 | 39409.47 | 41122.92 | 42836.38 | 44549.83 | 46263.29 |
| 1799.13 | 35982.55 | 37781.68 | 39580.81 | 41379.94 | 43179.06 | 44978.19 | 46777.32 | 48576.45 |
| 1889.08 | 37781.68 | 39670.77 | 41559.85 | 43448.94 | 45338.02 | 47227.10 | 49116.19 | 51005.27 |
| 1983.54 | 39670.77 | 41654.31 | 43637.85 | 45621.39 | 47604.93 | 49588.47 | 51572.01 | 53555.54 |